1162

SUPREME COURT OF THE UNITED STATES.

No. 122.

SAMUEL T. PULLIAM AND OTHERS, APPELLANTS,

vs.

EDMUND CHRISTIAN, ASSIGNEE IN BANKRUPTCY OF WM. ALLEN.

APPEAL FROM THE CIRCUIT COURT U. S. FOR E. VIRGINIA.

INDEX.

	Original.	Print.
Bill in chancery		2
Exhibit A, filed with said bill	6	5
" B, "	6	6
" C, "	7	6
" D, "	26	24
Subpœna	27	25
Answer of S. T. Pulliam and W. Goddin	28	26
Answer of Thos. Diddep and others	36	31
General replication	41	34
Copy of proceedings in bankruptcy of Wm. Allen	41	34
Decree of circuit court U. S.	52	41
Appeal granted	53	42
Clerk's certificate	54	43

J. & G. S. Gideon, printers.

Pleas before the honorable judges of the United States court, for the fourth circuit and eastern district of Virginia, at the United States court room, in the city of Richmond, on Wednesday, May 21st, 1845.

Be it remembered that, heretofore, to wit, on the twentieth day of September, 1842, came Edmund Christian, assignee in bankruptcy of William Allen, and filed his certain bill of complaint against Samuel T. Pulliam and others, which bill, together with the exhibits filed therewith, is in these words and figures, to wit:

To the hon. judges of the United States court for the 5th judicial circuit and eastern district of Virginia, in chancery sitting.

Humbly complaining, sheweth to your honors, your orator, Edmund Christian, that a certain William Allen, a merchant tailor, who had used the trade of merchandize and bought and sold for gain in the city of Richmond, having regularly filed his petition in the United States court for the eastern district of Virginia to be declared a bankrupt, and having complied with the preliminary requisitions prescribed by the law of Congress entitled "an act to establish an uniform system of bankruptcy throughout the United States," was, on the seventeenth day of September, 1842, by an interlocutory decree made and entered on his voluntary application in the said last mentioned court, decreed to be a bankrupt; a copy of which said decree, duly certified, is herewith exhibited, marked "A," and prayed to be taken as part of this bill. That, prior to the entering of said decree, and soon after the passage of the said bankrupt law, your orator had been, by an order of the said United States court for the eastern district of Va., appointed and constituted general and official assignee in bankruptcy, (to discharge the duty of assignee in all cases of bankruptcy subsequently arising in said court, in which no special assignee should be appointed by express order of court,) and as such had given the security required of him, and fully qualified under said order, all which will more fully appear by reference to office copies of the said order, and of the bond executed with security, in conformity therewith, herewith filed, marked B, and prayed to be taken as part of this bill. No special assignee was appointed in the case of the said Allen upon his being decreed a bankrupt as aforesaid, nor has any such been since appointed; and consequently your orator, by virtue of his general and official character as aforesaid, become, upon the rendition of the aforesaid interlocutory decree, declaring the said Allen a bankrupt, his assignee in bankruptcy, in whom were vested by law, for the benefit of the creditors generally of the said Allen, all and singular his property, rights of property, and credits, whether in law or equity, and on whom has devolved the duty of demanding, recovering, and disposing, in conformity to the requisition of the said act of Congress, all the effects, property, and rights, whether in law or in equity, of him the said Allen, or which may in any wise be subjected to the

just claims of his creditors generally, under the provisions of said act. Your orator being thus clothed with the functions aforesaid, in pursuance of the duties devolved upon him for the benefit of all the said Allen's creditors, further shews to your honors that, subsequent to the passage of the aforesaid act of Congress, and but a few days before the same went into actual operation as the law of the land, on the 20th day of January, 1842, the said William Allen, being then a merchant using the trade of merchandize in the city of Richmond as aforesaid, and owing debts to an amount exceeding $2,000, did, together with his wife, make and execute to a certain Samuel T. Pulliam and Wellington Goddin, in the form of a deed of trust, a general conveyance and assignment of all, or substantially all, his property, effects, stock in trade, and debts, (consisting of valuable real estate, furniture, goods, stocks, debts, &c.,) by which he divided his creditors into two classes, denominated first and second, embracing in the first class the persons and mercantile firms following, to wit: Thomas Diddep, Richard Whitfield, Samuel Putney, Thomas Tyrer, Bartholomew Slade, William Priddy, the estate of F. R. Fairlamb, dec'd, William Allison and Hugh A. Watt, merchants and partners trading and doing business under the name and style of Allison and Watt, William Allison, Samuel T. Pulliam, (the trustee aforesaid,) Mary Walker and Henry R. Jones; and directed that all the creditors in the first class should be first fully paid their respective debts before those of the second class, which included many more creditors, should receive any thing from the proceeds of the property conveyed, and by said deed directed to be sold; all which will more fully appear by reference to an office copy of said deed, (the original having been, on the 22d January, 1842, duly recorded in the office of the clerk of the hustings court for the city of Richmond,) which office copy is herewith exhibited, marked C, and prayed to be taken as part of this bill. This deed or general assignment, your orator charges, was fraudulent, and, being made after the passage of the aforesaid act of Congress, was, under the just and true construction thereof, as he is advised, an act of bankruptcy committed by the said Allen, and as such totally null and void. Your orator distinctly charges, that the said Allen, at the time of the making of the said deed, was inextricably embarrassed and hopelessly insolvent, and that he made the same in contemplation of bankruptcy, with reference to the operation of the said act of Congress, then about to go into effect, for the purpose, by covin and evasion, to prevent and defeat, in his own case, the effect and policy of that act; and with the intent, as is apparent on the very face of the deed itself, to prefer some of his creditors (all in the first class) over his creditors generally; and that the insolvent state of the said Allen, the purposes contemplated by him in the making of the said deed, his expected bankruptcy, the purpose by means of said deed to prevent or evade the operation of the said act of Congress, and to prefer some of his creditors over others, were well known to and were aided by the trustees herein named, and most if not all the creditors enumerated in the first class; and on these accounts

likewise, your orator is advised, that the said deed is, under the just construction of the said act of Congress, entirely contrary, as well to its spirit and policy, as to its plain language, a fraud upon the law and wholly null and void. The mere fact that such a deed was made immediately before the said act went into operation, and after its passage had been for many months known and promulgated, shews that it was made with reference to, and in contemplation of, that act; while the nature of its provisions can leave no doubt of the design, participated in by all the parties benefitted thereby, as well as the said Allen, to anticipate and evade its operation, and contravene its wise and just policy. And these concurring would, your orator is advised, suffice to invalidate and vacate the said deed as a fraud upon the law. But the contemplation of bankruptcy by the said Allen, besides being manifested by his then position and the general character of the assignment, has been yet more recently exhibited by his voluntary application for the benefit of the said act, and may be safely relied on as conclusive confirmation of the other grounds on which your orator insists said deed to be wholly null and void. To the provisions of the said deed, none of the creditors embraced in the second class have ever assented; for it became early perfectly manifest that, though included in the deed, they were wholly excluded from all participation in the proceeds of the property conveyed, and that the whole benefit of the deed would be exhausted by the preferred creditors. The trustees and the preferred creditors alone, therefore, are, besides the said Allen, parties to the said deed, and, as such, interested to maintain it; and so far from the other creditors being desirous of maintaining it, some of them, at least so soon as the previous contemplation of bankruptcy by the said Allen had been manifested by his subsequent voluntary application for the benefit of the act, notified the said trustees that the said deed would be assailed as void under the law, and warned them not to proceed in execution of its provisions, as will more fully appear by reference to a copy of a notice served on said trustees, herewith filed and prayed to be taken, being marked D, as part of this bill. Such notice, however, has been wholly disregarded by the said trustees, one of whom is also largely preferred as a creditor in said deed, and both before and since the interlocutory decree declaring the said Allen a bankrupt, they have proceeded, without reference to the rights either of the other creditors or your orator as assignee, to sell and dispose of the property conveyed, in execution of the provisions of the deed aforesaid. That deed being, as your orator insists, from its inception wholly void as against the unpreferred creditors, or himself as assignee and in effect their representative; he has been advised that his duty required them to claim and take all the property, effects, and credits thereby conveyed, and subject the same, under the provisions of said act, to the claims of all the creditors of the said Allen; and he has accordingly asserted his right as assignee, and claimed the surrender of the property, &c., unsold, and an account of such as had been disposed of from the said trustees.

To his claim, however, not less than to those of the unpreferred

creditors, the said trustees have shewn not the least deference or compliance, but are proceeding to act under the void and fraudulent deed aforesaid; and, without the intervention of this honorable court, will dispose of all the property, &c., in said deed conveyed, and distribute the proceeds among the limited number of preferred creditors; all which would be contrary to equity and good conscience.

In tender consideration whereof, and inasmuch as your orator is remediless, save by the aid of a court of equity, to the end that the said trustees, Samuel T. Pulliam and Wellington Goddin, and the said preferred creditors heretofore named, including the representative of the estate of F. R. Fairlamb, so soon as he can be ascertained, may be made parties defendants to this bill, and full and perfect answers, on their corporal oaths, respectively, to make to each and all the allegations thereof; that the said trustees especially be required full and perfect discovery to make of all and singular the property, effects, credits, &c., in said deed conveyed, and of the disposition made thereof by them, and of the proceeds, so far as the same may have been sold and disposed of. That the said deed may be declared null and void, and the property, &c., therein may be decreed to your orator, as assignee in bankruptcy of the said Allen, to be administered and distributed for the benefit of all the creditors of the said Allen, according to the provisions of said act of Congress. That the property, effects, &c., in said deed conveyed, so far as they can be ascertained and reached, may be decreed to be surrendered and delivered up to your orator, as assignee; and that, so far as the same may have been sold, disposed of, and placed beyond the reach of the court, the trustees may be required to account for the proceeds, and pay the same to your orator. That they may be required to render all other necessary and proper accounts; and that to your orator, assignee as aforesaid, your honor will grant such other further and general and sufficient relief as may seem to your honor just and right, he prays the writ of subpœna.

EDMUND CHRISTIAN,
Assignee in bankruptcy of Wm. Allen,
by his counsel, James A. Seddon.

Exhibit A, filed with bill.

[Seal of the court.] In the United States court for the eastern district of Virginia, 17th September, 1842.

William Allen, of the city of Richmond, having heretofore filed his petition, duly verified, praying to be declared a bankrupt, and satisfactory proof being made of due publication of notice to all persons interested to appear in court, and show cause against said petitioner; and no cause being shown to the contrary, and the said petition and proof having been inspected and considered by the court, and being found in conformity with the requirements of the act of Congress, it is thereupon ordered and decreed, that the said petitioner be, and he is hereby, declared and decreed a bankrupt, pursuant to the act of Congress, en-

titled "An act to establish a uniform system of bankruptcy throughout the United States," passed on the 19th day of August, 1841.

A copy—teste: HENRY GIBSON, *Clerk*.

Exhibit B, filed with the bill.

[Seal of the court.] In the United States court for the eastern district of Virginia, Wednesday, 9th February, 1842.

Present, the honorable John Y. Mason, judge of the eastern district of Virginia.

The court doth, in accordance with its twentieth rule, adopted and prescribed on yesterday, hereby appoint Edmund Christian official or general assignee in all cases of bankruptcy occurring in this court; whereupon the said Edmund Christian, John B. Christian, and John Goddin, entered into and executed the following bond, which is approved by the court:

We, Edmund Christian, John B. Christian, and John Goddin, are held and firmly bound to the United States of America, in the sum of twenty thousand dollars; to the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, and administrators. Signed, sealed, and delivered, at the city of Richmond, this ninth day of February, 1842.

The said Edmund Christian having been, on the ninth day of February, 1842, by order of the court of the United States for the eastern district of Virginia, appointed general assignee of the estates of all persons who may hereafter be declared bankrupts by the said court, this bond is executed pursuant to the ninth section of the act of Congress, entitled "An act to establish a uniform system of bankruptcy throughout the United States," passed August 19th, 1841, and is conditioned for the due and faithful discharge of all his duties by the said Edmund Christian, as such official and general assignee, and for his compliance with the orders and directions of the court in all the matters of the bankruptcies aforesaid.

EDMUND CHRISTIAN, [SEAL.]
JNO. B. CHRISTIAN, [SEAL.]
JOHN GODDIN. [SEAL.]

Signed, sealed, and delivered in the presence of the court.

Teste: HENRY GIBSON, *Clerk*.

A copy—teste: HENRY GIBSON, *Clerk*.

Exhibit C, filed with the bill.

This indenture, made and entered into this 20th day of January, in the year 1842, between William Allen and Ann D., his wife, of the city of Richmond, of the first part; Samuel T. Pulliam and Wellington Goddin, of the same city, of the second part; Thomas Diddep, Richard Whitfield, Samuel Putney, Thomas Tyrer, Bartholomew Slade, William Priddy, the estate of F. R. Fairlamb, William Allison and Hugh A. Watt, merchants and partners, trading and doing busi-

ness under the firm and style of Allison & Watt, William Allison, Samuel T. Pulliam, Mary Walker, and Henry R. Jones, who are hereby declared to be and constitute the creditors of the first class, and to have their respective demands first paid and satisfied out of the trust subject hereinafter conveyed; J. & T. Woodhead, Kent, Kendall & Atwater, R. H. Jenkins, Samuel and John Freeman, Crouch, Brooks & Hudson, Bowen, Jones & Gawtry, J. M. Davies and Jones, A. Sellers, O. F. Winchester, Jaquelin P. Taylor, Morlot & Scheffers, Hook and Townsend, John Mortimer, jr., W. Bettle, Wyatt and White, Bowen, Booker & Co., Charles C. and E. T. Gibson, Thomas Tennant, Habbershaw and Jones, E. W. and F. Tryon, J. Bowen & Co., Beirs and Poindexter, William B. Dabney, William W. Harrison, Henry T. Hartsman, and Robertson; which last named persons are to constitute the second class of creditors, and to be paid out of the trust fund hereinafter conveyed, after the first class of creditors shall have had their demands satisfied, of the third part, witnesseth: that whereas the said Thomas Diddep is bound, as the endorser for the said William Allen, on a stock note for one hundred and fifty dollars, held by the fire association of Richmond, dated the 18th of September, 1841, payable ninety days after date; also as the endorser of the said Allen on one other note, dated October 21st, 1841, for seventy-five dollars, payable ninety days after date; and is the endorser on another note, drawn by the said Allen, for five hundred dollars, dated October 28th, 1841, payable ninety days after date; and is also the endorser on another note, drawn by said Allen, for four hundred and sixty-nine dollars and sixty-nine cents, dated November 5th, 1841, payable ninety days after date; and is also bound as surety for the said Allen, on a single bill for one thousand dollars, payable to Bartholomew Slade, on demand, and dated the 18th day of January, 1842, which single bill was executed to take up two notes, each for five hundred dollars, drawn by the said Allen, and endorsed for his accommodation by the said Thomas Diddep; and the said Thomas Diddep has, for the accommodation of the said William Allen, lent him his other note for four hundred and fifty dollars, and which is endorsed by James Evans, and bears date on the 23d of November, 1841, payable sixty days after date, which has been discounted by the Bank of Virginia; and has endorsed for the said Allen another note, dated the 7th of December, 1841, payable ninety days after date, for eight hundred dollars; and has also endorsed a draft drawn by the said Allen on E. W. and F. Tryon, dated January 4th, 1842, payable at sixty days, for five hundred dollars, and which has been accepted by the said E. W. and F. Tryon, for the accommodation of the said Allen.

And whereas the said Thomas Diddep stands bound, also, as the security of the said Allen, on three obligations, each dated the first day of January, 1842, payable at the end of that year; one for ninety dollars, for the hire of Thornton, one other for forty-five dollars, for the hire of Jane, and one other for eighty dollars, for the hire of Mariah. And whereas the said William Allen stands justly indebted to the said

Thomas Diddep in the sum of six hundred and thirteen dollars, for advances made by the said Diddep towards and on account of the expenses of the family of the said Allen; and the said Thomas Diddep has lent to the said Allen his other note for seven hundred dollars, dated the 26th of October, 1841, payable ninety days after date, and which is endorsed by Samuel T. Pulliam, for the sole benefit of the said Allen, and has been discounted and is now held by the Shockoe Savings Institution, he, the said Allen, having received the benefit and proceeds of such discount; and the said William Allen is further indebted to the said Thomas Diddep in the sum of one hundred and twenty dollars, by negotiable notes, dated October 21st, 1841, payable ninety days after date. And whereas the said Samuel Putney hath paid for the said Allen to David Walker, on the 19th day of January, 1842, eight hundred and twenty-five dollars, and has, on the same day, paid at the Farmers' Bank of Virginia, for the said Allen, the further sum of five hundred dollars, and the said Samuel Putney holds the note of the said William Allen, dated November 23, 1841, for six hundred and seventy-five dollars, payable sixty days after date, and holds another note of the said Allen for six hundred dollars, dated December 20th, 1841, payable thirty days after date. And whereas the said Richard Whitfield hath endorsed for the said William Allen, a negotiable note drawn by him for one thousand dollars, and which bears date on the 12th day of January, 1842, payable thirty days after date. And the said Allen is justly indebted to Thomas Tryon in the sum of one hundred dollars, paid by him on this day for the said Allen. And is indebted to the said Bartholomew Slade in the sum of one thousand dollars, by single bill, bearing date on the 18th day of January, 1842, payable on demand, and to which single bill the said Thomas Diddep is the surety for the said Allen, and is the same above referred to. And the said Allen is indebted to William Priddy in the sum of three hundred dollars, borrowed of him. And the said Allen, as administrator of F. R. Fairlamb, stands justly indebted to that estate in the sum of seven hundred and twenty-two dollars and seventy-two cents. And whereas the said Allison and Watt are bound, as the endorsers for the said William Allen, as follows, to wit, on one note for three hundred and eight dollars and thirty-three cents, dated July 17, 1841, payable six months after date; on one other for the like sum, bearing the same date, payable nine months after date; on one other for seven hundred dollars, dated November 4, 1841, payable ninety days after date; on one other for one hundred dollars, dated November 11, 1841, payable ninety days after date; on one other for one hundred, dated the 18th of November, 1841, payable ninety days after date; on one other for six hundred dollars, dated December 7th, 1841, payable sixty days after date; on one other for six hundred dollars, dated December 9th, 1841, payable sixty days after date; on other for two thousand four hundred dollars, dated December 16th, 1841, payable sixty days after date; on one other for twelve hundred dollars, dated December 30th, 1841, payable sixty days after date; on one other for two thousand dollars, dated January 11th, 1842, payable

sixty days after date; on one other for five hundred dollars, dated January 13th, 1842, payable thirty days after date. And whereas the said William Allen stands also indebted to the said Allison and Watt in the sum of seventeen hundred and ninety-two dollars and fifteen cents, by single bill, payable on demand, and dated January 1st, 1842, for money by them loaned to him, and is also indebted to them in the further sum of two thousand five hundred dollars, by single bill, bearing date on the 15th of January, 1842, payable on demand, for money loaned by them to him. And whereas the said William Allison is the endorser, individually, on several other notes of the said William Allen, to wit, on one for five hundred dollars, dated 26th of October, 1841, payable ninety days after date; on one other for six hundred and eighty-four dollars and fifty-nine cents, dated November 15th, 1841, payable ninety days after date; on one other for four hundred dollars, dated November 29, 1841, payable ninety days after date; on one other for three hundred and fifty dollars, dated November 29th, 1841, payable ninety days after date; on one other for one thousand dollars, dated January 3d, 1842, payable sixty days after date. And the said William Allison has also, for the benefit and accommodation of the said William Allen, endorsed a note, drawn by S. Vanderslice, and payable to the said Allen, for one hundred dollars, dated November 11, 1841, payable ninety days after date. And the said William Allen is justly indebted to the said William Allison in the sum of five hundred and twenty-six dollars and ninety cents, by single bill, for money loaned to the said William Allen. And whereas the said William Allen stands justly indebted to the said Samuel T. Pulliam, by single bill, in the sum of four thousand seven hundred and twenty-one dollars and fifty-four cents, and which single bill is payable on demand, and is dated the 16th day of January, 1841, and is given for money loaned by the said Pulliam to the said Allen; and also in the further sum of eight hundred dollars, by two checks, one for five hundred dollars and the other for three hundred dollars, being for so much money loaned by the said Pulliam to the said Allen. And the said Samuel T. Pulliam did hold the note of the said Thomas Diddep, dated the 26th day of October, 1841, which the said Pulliam endorsed, and it has been discounted at the Shockoe Hill Savings Institution, for the benefit of the said Allen, and is for the sum of seven hundred dollars, being the same note already referred to as above. And whereas the said William Allen stands justly indebted to the said Mary Walker in the sum of one hundred and twenty-four dollars and fifty cents, for work done by her for him, and for which he has executed to her his obligation, and is indebted to the said Henry R. Jones in the sum of fifty-two dollars, for money loaned said Allen, which said several debts due from him, the said William Allen, or for which the parties aforesaid are bound for him, or for his benefit, as surety, endorser, or otherwise, the said William Allen is anxious first to secure and satisfy them, and hereby declares they shall be and constitute the first class of his debts. And whereas the said William Allen stands justly indebted to the other parties hereto, of the third part, in the following sums, to

wit, to J. & T. Woodhead, eighty-eight dollars and fifty cents, by their accepted draft, dated January 11, 1842, payable ten days after date; to Kent, Kendall, and Atwater, in the sum of three hundred and fifty-six dollars and seventy cents, by note dated January 11th, 1842, payable four months after date; to R. H. Jenkins, in two notes, each for one hundred and seventy-two dollars and sixteen cents, one dated January 1st, 1842, and the other the 10th day of the same month, and each payable four months after date; to S. & J. Freeman, by two notes, each dated January 10th, 1842, one payable ninety days and the other at four months after date, one for the sum of two hundred and forty dollars, and the other for the sum of two hundred and forty-three dollars and thirty-two cents; to Crouch, Brooks, and Hudson, in one hundred and ninety-four dollars and twenty-five cents, by note dated January 6th, 1842, payable six months after date; to Bowen, Jones, and Gawtry, in one hundred and eight dollars, by note dated December 23d, 1841, payable sixty days after date; to Bowen, Jones, and Gawtry, in the further sum of four hundred and forty-two dollars and sixty-seven cents, by note dated September 16th, 1841, payable eight months after date; to J. M. Davies and Jones, in the sum of three hundred and thirty-two dollars and seventy-two cents, by note dated November 18th, 1841, payable five months after date; to A. Sellers, in the sum of one hundred and ninety dollars and thirty-eight cents, by note dated October 18th, 1841, payable eight months after date; to A. Sellers, in seven hundred dollars, by note dated September 8th, 1841, payable six months after date; to A. Sellers, in seven hundred and six dollars and nine cents, by note dated September 8th, 1841, payable eight months after date; to A. Sellers, in seven hundred dollars, by note dated September 8th, 1841, payable ten months after date; to O. F. Winchester, in one hundred and eight dollars and eighty cents, by note dated September 9th, 1841, payable five months after date; to Jacqueline P. Taylor, in seven hundred and eighty-two dollars and fifty-two cents, by note dated December 5th, 1841, payable forty days after date; to Morlot & Scheffin, in the sum of five hundred and sixty-five dollars and forty-five cents, by note dated September 25th, 1841, payable five months after date; to Hook and Townsend, in three hundred and two dollars and seventy-seven cents, by note dated October 23d, 1841, payable four months after date; to John Mortimer, jr., in four hundred and seventy-six dollars and twenty-five cents, by note dated October 25th, 1841, payable eight months after date; to W. Bettle, in four hundred and eighty-one dollars, by note dated September 9th, 1841, payable nine months after date; to W. Bettle, in the further sum of four hundred and eighty-one dollars, by note dated September 9th, 1841, payable seven months after date; to Wyatt and White, in seventy-seven dollars and ninety-two cents, by note dated November 15th, 1841, payable ninety days after date; to Bowen, Boker & Co., sixty-nine dollars and fifty-six cents, by open account. And to the following persons by open account, to wit, to Charles C. and E. J. Gibson, two hundred and forty-three dollars; Thomas Tenant, seventy-five dollars and sixty two cents; Halber-

shaw and Jones, sixteen dollars and eighty-eight cents; E. W. and F. Tryon, nine hundred and seventy-three dollars and sixty-two cents; J. Bowen & Co., sixty-two dollars and thirteen cents; Bears and Poindexter, sixty-three dollars and fifteen cents; William M. Harrison, eighty-five dollars and eighty-five cents; William B. Dalney, seventy dollars for the hire of servants; to Robertson, for the tuition of said Allen's children, the sum of to William M. Harrison, sixty-nine dollars and sixteen cents, by acceptance, dated 15th January, 1842, payable ten days thereafter; and which last enumerated debts are, with all other debts due from the said William Allen, and not enumerated and mentioned above, shall be and constitute the second class of debts, and paid after the payment and satisfaction of the first class; and whereas, it is the anxious desire of the said William Allen to assure and secure to his said creditors, endorsers, and securities as aforesaid, the payment and satisfaction of all the debts aforesaid, and all others that he may owe, so that every endorser, surety, and creditor may suffer no loss by him, and for that purpose is this conveyance made. This indenture, therefore, witnesseth, that the said William Allen and Ann D., his wife, for and in consideration of the premises, as well as for the further consideration of five dollars, to them in hand paid by the said Samuel T. Pulliam and Wellington Goddin, before the signing and sealing of these presents, the receipt whereof they do hereby acknowledge, have granted, bargained, sold, aliened, enfeoffed, transferred, assigned and conveyed, *have granted, bargained, sold, aliened, enfeoffed, transferred, assigned and conveyed*, and do hereby grant, bargain, sell, alien, enfeoff, transfer, assign and convey, unto the said Samuel T. Pulliam and Wellington Goddin, the following real and personal property, debts, credits, and effects, (to wit,) all that certain piece or parcel or lot of land situate in the county of Henrico, and contiguous to the city of Richmond, containing three acres, being the same which was conveyed to the said William Allen by R. D. Sanxay and Emiline T., his wife, by their deed bearing date on the 28th of February, 1839, and which is of record in the clerk's office of Henrico county, and in which deed the boundaries of the said land are laid down and shown; also one other piece or parcel of land, containing thirty-one acres and thirty-eight poles, lying and being in the county of Henrico, and the Mechanicsville Turnpike road, and being the piece or parcel of land which was conveyed to the said William Allen by Isaac A. Goddin and Eliza Ann, his wife, by their deed, bearing date on the 12th day of December, 1836, and which is of record in the clerk's office for Henrico county, and in which said deed the boundaries of the said land are recited and set out; also one other piece, parcel, or lot of land, lying and being in the city of Richmond, which was conveyed to the said William Allen by deed from Joshua Goode, bearing date the 14th day of August, 1840, and which is of record in the clerk's office of the court of Hustings, of the city of Richmond, and in which deed the boundaries of the said lot of land are given; also that other piece, parcel, or lot of land, which was sold and conveyed to the said William Allen by John H. Strobia and Ann Maria,

his wife, by deed, bearing date on the 1st day of November, 1838, and which is of record in the office of the clerk of the court of Hustings, of the city of Richmond, and in which deed the situation and boundaries of the said lot of land are given; also one house and lot in Adams's valley, in the city of Richmond, on Poplar street, lately purchased by the said William Allen of David Anderson, jr., and by him conveyed to the said Allen, by deed, now of record in the clerk's office of the Hustings court of the said city, and in which deed the boundaries and situation of the said lot are particularly given; also all the stock of goods, fixtures, presses, desks and shop furniture, now in the store occupied by the said William Allen, on the north side of E street, between 13th and 14th streets, in the said city of Richmond; also one horse, one cart, one waggon and harness, one barouche and harness, one set of carriage harness, two saddles and bridles, one stable, two beds, bedsteads, bedding and furniture, including curtains and teaster, one book case and books, two cribs, with necessary bedding and covering, one trundle bed, bedstead, and furniture, one bedstead and matrass, two cabinets for ladies, one wardrobe, one washstand and toilet set, one chamber carpet, one piano, stool and cover, half dozen chairs, two sofas, two window curtains, one fender, shovel and tongs, one mantel clock, six counters, one set of looking glass windows, seven large boxes, one thermometer, one pair of seals, five lamps, one iron chest, one desk, two window transparencies, one looking glass on feet, one pier looking glass, two wooden stand frames, one washstand, and all other household & kitchen furniture, now in the use and possession of the said William Allen; also all debts due to the said William Allen, on the day of the execution of this indenture, whether the same be due by bond, bill, note, open account, judgment, mortgage, or otherwise; a schedule of all which debts, so far as the same are shown by the books of the said Allen, or are recollected by him, has been made, and is marked "A," and is attached to this indenture, and to be considered as a part of the same; but it is hereby expressly declared, that should any debt due to the said Allen have been omitted in the said schedule, the same is by virtue hereof to be as effectually assigned, as if embraced in the said schedule; also all the interest, or shares, which the said William Allen has in the Merchants and Mechanics Savings Institution, in the city of Richmond, and in the Shockoe Hill Savings Institution, in the same city, and in the City Savings Bank or Institution, in the same city; also fifteen shares of stock in the Richmond Fire Association, five shares of stock in the Richmond Fire and Marine Insurance Company, two shares of stock in the James River Steamboat Company, five shares of stock in the Richmond and Petersburg Railroad Company, seven shares of stock in the Exchange Hotel Company, two shares of stock in the Natural Bridge Turnpike Company, two shares of stock in the Richmond Manufacturing Company, three shares of stock in the Bank of Virginia, and ten shares of stock in the James River and Kanawha Company. To have and to hold to the said Samuel T. Pulliam and Wellington Goddin, or either of them, that may act herein, their heirs, executors, and adminis-

trators, and assigns, and the heirs, executors, administrators, and assigns of the survivor of them, the said several lots, pieces, or parcels of land, with all and singular the rights, ways, privileges, and appurtenances thereto belonging, or in any manner appertaining; also the said personal property and interest of the said Allen in the said Savings Institutions and stocks aforesaid, and the debts due to the said William Allen, of every kind and character, free from the demand or claim of all persons whomsoever; in trust, nevertheless, and upon these express terms, conditions, and stipulations, and none other, (to wit,) that the said Samuel T. Pulliam and Wellington Goddin, or either of them, shall forthwith take possession and custody of all the subjects, whether of property, debts, or stock, hereby to them conveyed, they, or either of them, shall for the purpose of preventing a serious sacrifice of the stock of goods hereby conveyed, and which have been procured by the said William Allen for purpose of being manufactured, or made up into clothing, obtain the services of a suitable person, and assistant, to superintend the making up into clothing, and vending the said goods at private sale, from time to time, as customers from time to time may desire to purchase; and shall and may allow to such agent and his assistant, a reasonable compensation for his services; and retain the store which the said Allen now occupies, in which to carry on the said business; provided that the compensation to such agent and assistant, and the rent of the said store, shall not, in the aggregate, exceed the sum of nineteen hundred dollars per annum, and at that rate for a shorter time.

And provided, also, that the said business shall not continue longer than the first day of January, 1843, when the residue of the said goods shall be sold in such manner as the said Pulliam and Goddin may direct, and the said business may be sooner closed by direction of a majority of the first class of creditors herein intended to be secured; and on further trust, that the said Samuel T. Pulliam and Wellington Goddin, or either of them, shall proceed to sell, as soon as practicable, either at public auction or by private contract, and for cash or on a credit, in whole or in part, the several lots, pieces, or parcels of land, hereby conveyed to them; that in like manner they, or either of them, shall sell the personal property, (except the goods in the store,) and shall ascertain the interest of the said William Allen in the several savings institutions aforesaid, and collect and receive from them whatever may be due from them, or either of them, to the said Allen, and shall also sell all the stocks conveyed as aforesaid to them; they, or either of them, shall proceed, without delay, to collect all the debts due to the said William Allen, by suit, warrant, or otherwise, and may employ such agents as they, or either of them, deem best, to aid them, or either of them, in making such collections. The whole trust the said Samuel T. Pulliam and Wellington Goddin will use all proper efforts to close as speedily as practicable. Out of the assets received by the said Samuel T. Pulliam and Wellington Goddin, or either of them, after deducting all the expenses attending the execution of this trust, they will, from time to time, pay off, in the first instance, all the debts declared, in

the previous parts of this indenture to constitute the first class of debts; and if such assets be not enough to pay off all the said debts, from time to time, dividends shall be made, pro rata, between the said debts, according to their respective amounts, and so, from time to time, as funds shall come to the hands of the said Samuel T. Pulliam and Wellington Goddin, or either of them, shall payments be made towards the satisfaction of the said first class of debts, until the whole thereof shall be paid, in whose hands soever they may be. And when the said first class of debts shall have been paid and satisfied, then, and not before, shall the said Samuel T. Pulliam and Wellington Goddin, or either of them, proceed, out of any funds in their, or either of their, hands, to pay the said second class of debts herein named, and intended hereby to be secured, paying towards each debt its due and rateable share and proportion; if the whole fund in hand be not sufficient for the payment of all the said debts, in the second class; and, from time to time, shall make payment to the said second class of debts, until the whole thereof shall have been satisfied and paid.

And in further trust, that after satisfying all the purposes of this trust, and paying all the expenses attending the execution of the same, any surplus of the trust fund that may remain in the hands of the said Samuel T. Pulliam and Wellington Goddin, or either of them, shall be paid to the said William Allen, his executors, administrators, or assigns.

And the said William Allen and Ann D., his wife, for themselves, their heirs, executors, and administrators, do covenant and agree, with the said Samuel T. Pulliam and Wellington Goddin, their heirs and assigns, that the title to the real and personal property, hereby to them conveyed, they will to them forever warrant and defend, against the demand or claim of all persons whomsoever.

In testimony whereof, the parties hereto have hereunto set their hands and affixed their seals, the day and year first herein written.

WM. ALLEN, [SEAL.]
ANN D. ALLEN, [SEAL.]
SAM'L T. PULLIAM, [SEAL.]
W. GODDIN, [SEAL.]
TH. DIDDEP, [SEAL.]
[SEAL.]
[SEAL.]

HUGH A. WATT, for
ALLISON & WATT, [SEAL.]
WM. ALLISON, [SEAL.]
SAM'L T. PULLIAM, [SEAL.]
[SEAL.]

Corporation of the city of Richmond, to wit:

We, Alex. Duval and James Evans, justices of the peace in the corporation aforesaid, in the State of Virginia, do hereby certify, that Ann D. Allen, the wife of Wm. Allen, parties to a certain deed, bearing date on the 20th day of January, 1842, and hereunto annexed, person-

ally appeared before us, in our corporation aforesaid, and being examined by us, privily and apart from her husband, and having the deed aforesaid fully explained to her, she, the said Ann D. Allen, acknowledged the same to be her act and deed, and declared that she had willingly signed, sealed, and delivered the same, and that she wished not to retract it.

Given under our hands and seals, this 22d day of January, 1842.

ALEX. DUVAL, [SEAL.]
JAMES EVANS. [SEAL.]

List of balances 15th January, 1842.

	Dr. Fred. Marx	$14 00
	P. Spillman	37 19
	P. H. Christian	3 06
	J. H. Lynch	5 50
	Selden C. Macon	116 62
	Wm. R. Myers	37 00
	Sam'l S. Myers	1 25
Petersburg	Chs. Boswell	6 00
Henrico	Wm. Ellett	15 00
	John Harrison	2 50
	Geo. P. Crump	0 50
Halifax	Wilm. A. Armistead	55 00
Petersburg	Wm. B. Allegree	43 00
North Carolina	A. A. Austin	328 75
Chesterfield	Junius L. Archer	34 00
Do	John F. Archer	40 00
	Wm. B. Archer	294 62
North Carolina	Wm. Damis	3 25
	D. Anderson, jr.	60 00
	Joseph Allen	3 75
	P. L. Ellis	21 50
	Washington Greenhow	99 25
	Wm. S. Burr	11 50
	B. B. R. Barker	7 50
	Beers & Poindexter	10 50
	Brockington & Scattergood	35 97
	E. B. Bentley	89 75
	Ben. M. Burton	78 50
	S. S. Baxter	6 50
	Jno. G. Blair	43 25
	John L. Bacon	2 00
	Col. John P. Burton	45 25
	A. W. Bigelow	31 00
North Carolina	Jos. J. Bell	61 50
	James R. Bridges	17 00
	J. A. Chevallie	2 50

List of balances—Continued.

	John B. Chapman - - -	$84 00
Cumberland	Wm. A. Cocke - - -	39 69
Nelson Co. -	E. W. Cabell - - -	73 88
	Wm. Shirley Corbin - - -	76 50
Hanover -	Rev. John Cooke - - -	45 50
Nelson Co. -	Paul C. Calleway - - -	33 00
	Ben. R. Duval - - - -	10 00
	F. H. Dean - - - -	14 25
	Wm. F. Depuest - - -	00
	J. M. G. Dickinson - - -	36 00
	Chs. P. Dorman - - -	38 00
Hanover -	Chs. Wm. Dabney - - -	106 00
Petersburg -	John Dodson - - - -	62 25
North Carolina	Dr. James Johnson - - -	43 00
Buckingham -	Geo. M. Payne - - -	45 00
	James H. Gray, p'd - - -	15 00
	Dr. Henry Myers - - -	57 25
U. S. ship Penn.	Capt. Wm. Gardner - - -	20 00
	John Freeman - - -	85 00
	Sam'l Freeman - - - -	73 00
	Tho. W. Gilmer - - -	60 00
Chesterfield -	Dr. Wm. Gregory - - -	114 00
	Gay & Bentley - - - -	22 25
	Edmund Hester - - -	7 50
	Charles Howard - - -	97 00
Amelia -	Dr. Jno. B. Harvie - - -	25 00
Do -	Donald M. Harrisson - - -	19 00
	Wm. M. Harrisson - - -	
Mecklenburg -	Beverley Jones - - - -	69 50
Petersburg -	Ed. Lorraine - - - -	73 50
N. York -	J. Jordan - - - -	82 50
	Peyton Johnson - - -	2 50
	J. H. Mackenzie - - -	3 50
	Wm. Kerr - - - -	26 00
Settled Jan'y -	Geo. F. Kendall - - -	9 75
Powhatan -	Lieut. Wm. H. Kennon - -	145 25
North Carolina	L. M. Long - - - -	35 25
Do -	N. M. Long - - - -	147 50
	Charles Marx - - - -	76 88
	Tho. W. McCance - - -	16 50
	John L. Nelson - - - -	179 88
	Leroy G. Payne - - -	103 50
Hanover -	Francis Page - - - -	50 00
	Dr. Wm. A. Patteson - - -	9 00
	Dr. Sam'l A. Patteson - - -	111 00

List of balances—Continued.

Buckingham -	Wm. A. Perkins - - -	$131 00
Lawrenceville, Va. -	Dr. Wm. B. Price - - -	80 38
	Dr. Ro. Ritchie - - - -	29 25
Albemarle -	Fran's G. Ruffin - - -	358 50
	John B. Southall - - -	33 25
Powhatan -	Dr. John B. Shelton - - -	186 79
	Wm. H. Temple - - -	62 63
	Geo. H. Tompkins - - -	8 00
	Robert Tell - - - -	23 00
R. Hill -	Lewis B. Thornton - - -	213 08
	Littleton Tazewell - - -	184 75
Petersburg -	Dr. Ro. E. Robinson - - -	51 44
Petersburg -	Wm. A. Robinson - - -	86 75
	McClurg Wickham - - -	33 00
Nelson co. -	Jacob Warwick - - - -	174 88
North Carolina	Dr. M. A. Wilcox - - -	157 50
Charles City -	James M. Wilcox - - -	60 13
	John B. Young - - - -	58 25
	Ro. Skipwith - - - -	68 25
	John B. Franks - - -	18 00
	C. W. McMurdo - - - -	3 50
North Carolina	L. S. Simms - - - -	60 00
Brunswick -	Dr. Tho. Payne - - -	295 84
	Geo. Vashon - - - -	10 00
Powhatan -	Wm. Crump, jr. - - -	102 00
	E. Franks - - - -	77 62
	Chs. Radzminski - - -	38 00
	Joseph Mayo - - - -	291 00
	Poisiaux Robinson - - -	111 00
	Wm. B. Lipscomb - - -	139 00
Washington -	Wm. Kennon, jr. - - -	53 00
Mecklenburg -	W. H. Jones - - - -	34 00
	Henry J. Smith - - -	75 00
	Hugh T. Nelson - - -	168 25
	Wm. Rowlett - - - -	12 00
	P. Chevallie - - - -	5 50
Farmville -	John A. Baber - - - -	16 50
	Thos. S. Boyd - - - -	9 00
	Isaac L. Cary - - - -	33 00
	R. T. Daniel - - - -	45 75
	Henry Joyner - - - -	93 38
North Carolina	Maj. M. T. Green - - -	37 75
Do	Chs. P. Green - - - -	49 00
Albemarle -	J. H. Gilmer - - -	108 25

List of balances—Continued.

	Joseph Hall	$114 00
Petersburg	Wm. H. Hammond	15 00
Caroline	Dr. J. W. Holt	90 50
	Tho. W. Kezee	37 88
	Ro. T. Lynch	38 75
	James Lyle	3 50
North Carolina	J. B. Littlejohn	130 75
New Orleans	Wm. J. Lyle	58 50
	Miles Macon	1 50
Petersburg	J. G. McPheters	14 00
Hanover	Dr. Thos. Muller	15 00
Charles City	Dr. James Minge	7 50
	R. S. Massie	9 00
	Thomas Mieure	13 00
	Capt. Tho. Nelson	51 25
North Carolina	Peterson T. Peebles	90 00
Petersburg	Wm. A. Page	96 35
	Sam'l T. Pulliam	68 34
	William A. Pleasants	26 00
Greensville	Ephraim Rawlins	58 25
	F. Regnault, jr.	35 50
	Henry Skipwith	27 50
	Harrison Swann	21 00
	Henry M. Stewart	2 50
	James A. Siddon	23 00
	William Sizer	52 63
	Geo. W. Talley	13 75
	Dr. Wm. Tazewell	155 00
	Ira Tichenor	109 69
	Hay T. Taliaferro	19 00
	Henry P. Vaughan	1 00
	Ed. F. Wickham	53 25
	Dr. James D. Wilson	25 50
	Henry Wilkes	33 80
	Tho. W. White	58 75
	Dr. A. L. Warner	37 00
	Jas. A. Cowardin	18 25
North Carolina	W. D. Casterphan	88 25
Cumberland	Creed D. Coleman	37 00
North Carolina	John L. Cawthorn	55 00
	Ro. R. Duval	2 25
	Geo. C. Dromgoole	16 00
	Robert Gray	19 50
	Wm. D. Gurley	102 75
Petersburg	Wm. T. Mason	72 75

List of balances—Continued.

Lynchburg	Tho. J. Otey	$171 12
	James Southall	57 00
	Henry Street	56 75
	Chs. B. Shaw	158 50
Hanover	J. D. Ellett	89 00
	Dr. Philip Turpin	9 50
	Charles Palmer	4 00
	Chs. S. Gay	3 88
	Alex. A. H. Stewart	64 00
Powhatan	R. J. Gilliam	91 00
	John Pannell	33 50
	Dr. Wm. J. Waller	42 32
	Geo. Eugene Swann	17 00
Ca Ira	Alex. Page	51 50
	Samuel Sublett	35 00
	W. A. Whiting	23 00
	John W. Smith	11 00
	Joseph Priddy	7 50
	William Hale	174 25
	William Hatcher	18 00
Goochland	Nevison Watkins	61 00
	Littleton Wickham	30 00
	Peyton Bayley	34 00
	Dr. John R. Garnett	16 25
	Fleming Morgan	70 75
	J. V. Hardwicke	3 38
	Wm. B. Preston	158 75
	Lewis E. Harvie	8 00
	Geo. Lyle	59 75
	Sanford J. Ramey	42 25
Ayletts, King William	W. W. Washington	66 00
	Nowland & Sweeney	8 13
(See Dr. Cabell)	Tichenor & Cary	105 00
	Wm. C. Carrington	19 75
Wythe co.	Wm. P. Floyd	212 75
Caroline	Tho. W. Scott	15 00
	John M. Ferguson	87 00
	Tho. L. Page	32 00
	John G. Turpin	10 00
	Tho. Vannerson	42 00
Caroline	Wm. Taliaferro	15 00
Lexington, Va.	J. Warren Grigsby	73 00
	J. Evans Johnson	44 00
	Wm. A. Clarkson	16 00

List of balances—Continued.

	C. D. Griswold	$11 25
	Jas. Livingston	1 25
Petersburg	Wm. S. Simpson	10 00
	John S. Corbin	5 50
	And. Johnston	12 50
	Gus. A. Myers	48 00
Petersburg	James Boswell	19 00
	Dr. Anderson Salle	23 50
	Ro. G. Scott, jr.	65 00
	Wm. Holman	64 50
	Rev. J. D. Culling	33 00
Lynchburg	Tho. Damer	59 50
	Wm. Scott	23 50
Lynchburg	D. J. Warwick	15 50
North Carolina	J. R. J. Daniel	85 00
North Carolina	Geo. Spruel	92 50
	Wm. Hancock	19 00
	Gen. Wm. Lambert	19 00
	John H. Montague	41 25
Engineer	B. B. Ayres	34 00
U. S. Navy	John Randolph	53 50
Ex. Hotel	F. Knight	35 25
	Chs. M. Smith	16 50
	T. Rutherford Blair	15 00
	John B. Colin	64 00
	Wm. Crump	47 50
Baltimore	John Littlejohn	236 68
	Wm. Morgan	62 50
	Beverly Heth	38 00
	W. E. Warren	17 00
Goods in the House	Jas. H. Young	48 00
	Ro. Hill Carter	144 00
	David Bridges	17 00
	Ro. A. Ligon	30 00
	Ro. Mosby	50 00
North Carolina	B. A. Pope	7 00
	Ed. W. Best	55 50
Powhatan H'se	Mr. Hall, (collier)	8 50
Albemarle	Saml. Wood	42 00
Mecklenburg	Richard B. Baptist	68 25
	Wm. Easley	1 75
	Thos. R. Norcross	1 50
	Ro. P. Hamlin	71 50
N. C.	Wm. L. Long	64 50

List of balances—Continued.

Petersburg -	Rev. Jos. Carson - - -	$47 00
Chesterfield -	Philip T. Johnson - - -	19 00
	Ro. G. Scott, sen. - - -	35 00
King Wm. -	C. J. Fox - - - -	76 50
Amelia -	James P. Vaughan - - -	22 00
	Wm. H. Powers - - -	16 00
	A. F. Caperton - - - -	6 75
Ex. Hotel -	Mr. Battaile - - - -	12 75
	James Carter, (colored) - - -	1 50
Albemarle -	Dr. John R. Wood - - -	51 63
	Dr. John Dove - - - -	30 00
	Henry L. Jones - - - -	10 00
	Bat. Slade - - - -	13 50
	Shewen McRae - - - -	1 25
	Ben. E. Anderson - - -	53 00
	Andrew Stevenson - - -	1 50
	Philip Howard - - - -	33 00
	P. Devereux - - - -	36 00
	Tho. Bennet - - - -	60 50
	Jos. R. Bentley - - - -	25 83
	Henry T. Betts - - - -	10 00
	H. B. Barnes - - - -	67 50
	John Bailey - - - -	13 50
	Dr. James Beale - - -	10 00
	Jno. Cullingsworth - - -	7 56
	M. Davidson - - - -	8 25
	Woodson Dickinson - - -	4 62
	Jacob Fresh - - - -	20 00
	Chs. G. Holmes - - -	16 06
	Albert P. Hurt - - - -	19 00
	Robert King - - - -	2 00
	James W. Marshal - - -	30 00
	J. H. Pattels - - - -	36 25
	Robert Scervant - - -	122 00
	B. F. Tankersley - - -	38 50
	Rudolph Thomas - - -	26 00
	James L. Winfree - - -	21 00
	P. Edmunds - - - -	79 25
	Willis W. Gay - - - -	87 68
	Wm. A. Gay - - - -	62 56
	Chs. S. Carter - - - -	12 00
	Ro. A. Howard - - - -	62 50
	Branch A. Saunders - - -	64 47
	James P. Bryan - - -	25 00
	Trinity Church - - - -	750 00

List of balances—Continued.

J. P. Schermerhorn	$48 50
Frs. Nelson	200 50
Miles Macon	10 10
Ro. Meekins	25 75
Wm. Murray	47 50
Albert Michaels	197 92
M. B. Porteaux, jr.	30 00
F. J. Smith	128 75
J. Ambler Smith	145 30
John Shore	19 00
Southall & Tompkins	980 18
Wm. H. H. Taylor	122 93
Geo. W. Truehart	20 50
J. H. Tompkins	110 08
B. F. Tankersley	68 40
John C. Trent	125 38
Wm. B. Woolf	21 84
Ro. Skipwith	88 50
B. J. Eggleston	86 27
E. B. Fuqua	22 33
D. B. Franklin	19 00
John J. Worth	101 42
J. C. McCabe	60 95
Bev. T. Lacey	119 23
E. H. Richards	185 50
F. J. Smith & E. A. Smith	51 00
Thomas Jellis	41 50
C. Radzminski	157 73
M. B. Sweeney	194 04
Alfred King	42 50
Jas. Clark & Jas. Gregory	28 00
Wm. H. Eggleston	58 50
Ed. N. Allen	78 00
John G. McCredie	53 88
Ludwell H. Brown	57 50
C. C. Wood	60 00
George W. Clarke	35 00
Wm. Puckett	132 16
Jno. M. Botts	185 58
Bennett Scott	164 67
F. W. Coleman	203 25
W. A. Clarke	51 75
John P. Burton	109 25
Tho. S. Dabney	78 61
John A. Chevallie	168 25

List of balances—Continued.

Willis W. Gay		$110 37
Nat. Harrison, jr.	$197 40	
	26 13	
		223 53
John Lee		7 00
A. A. McBride		182 23
A. Wilkinson		40 00
J. H. Heath		343 50
J. Power		30 00
John Hampton		35 00
D. N. Patteson		100 00
Ed. Anderson		50 00
Washington Bowles		49 75
Joseph Goode		57 00
David Via		49 44
B. W. Green		260 68
Wm. H. Brander		101 45
J. B. Davenport		96 50
Rogers Chapman		38 50
J. Alonzo Smith		30 86
W. C. Nelson		66 00
Tho. W. Winfree		78 00
Wm. B. Chamberlayne		42 00
James Southall		57 00
Wm. H. Pleasants		70 94
B. B. R. Barker		44 79
Ro. Bullington		38 13
Dr. Tho. Payne		294 58
B. H. Wooldridge		39 22
J. T. Martin & W. A. Martin		50 00
J. S. Martin & Do.		57 25
Geo. W. Smith		110 25
H. D. Pegram		140 00
Fran's Baptist		31 25
Wm. Jaq. Taylor		87 18
Joseph Hall		114 00
Ro. E. Robinson		51 44
Wm. T. Mason		72 75
Frs. N. Branch		37 60
Thomas May		98 12
J. W. Stevenson		35 38
Ro. R. Robinson		143 93
John C. Tyler		144 50
Geo. P. Sledge		33 00
Wm. H. Matthews		66 37

List of balances—Continued.

A. N. Womack - - - -	$45 00
J. B. Lankford - - - -	77 75
Wm. D. Baber - - - -	19 75
George Roper - - - -	41 87
Wm. S. Scott - - - -	29 00
John King - - - -	38 81
Wm. A. Dandridge - - -	35 00

Schedule referred to in the foregoing deed. Given under my hand and seal, this 20th day of January, 1842.

WM. ALLEN. [SEAL.]

City of Richmond, to wit:

In the office of the court of hustings for the said city, the 22d day of January, 1842.

This deed, and schedule thereto annexed, were acknowledged by Wm. Allen, a party thereto; and said deed was acknowledged by Samuel T. Pulliam, trustee, Wellington Goddin, Thomas Diddep, Allison & Watt, by Hugh A. Watt and Samuel T. Pulliam, individually, parties thereto, and with the certificate thereafter written, of the privy examination and acknowledgment of Ann D. Allen, also a party thereto, was admitted to record.

Teste: CHS. HOWARD, *Clerk*.

A copy, teste:

CHS. HOWARD, *Clerk*.

Exhibit D, filed with the bill.

RICHMOND, *August 23d*, 1842.

Messrs. Samuel T. Pulliam and Wellington Goddin, trustees named in a deed bearing date the 20th day of January last, made by William Allen, then using the trade of merchandise in the city of Richmond:

Gentlemen: Being informed that, acting as trustees under a deed made on the 20th day of January last by William Allen, then a merchant in the city of Richmond, for the purpose of giving to some of his creditors preference over others, you contemplate, in some short time, to make distribution, or payment, of the proceeds derived from the sale of the property, and the collection of the credits by the said deed conveyed, according to the provisions of the said deed, to the creditors therein preferred; and intending to avail ourselves of the proceedings hereafter to be had upon the petition recently filed by the said William Allen, in the United States court for the eastern district of Virginia, for the benefit of the act of the Congress of the United States, entitled an "Act to establish a uniform system of bankruptcy throughout the United States," as well as of all other appropriate means allowed by the said act, to bring the said Allen under the legitimate opera-

tion of the provisions of said act for the equal distribution of a bankrupt's estate, and to assail and set aside the said deed as fraudulent and void under the said act, and to subject the property and estate therein conveyed: We, the undersigned creditors of the said Allen, jointly, to an amount exceeding five hundred dollars, hereby notify you not to proceed further under the provisions of the said deed, and especially not to make any distribution or payments of the proceeds, now or hereafter to be in your hands, derived from the sale of the property, or the collection of the credits by said deed conveyed, to or among the creditors, or any of them preferred by said deed; and warn you that, in the event of further proceedings on your part under the said deed, and especially in the event of any payments or distribution by you under its provisions, you, and each of you, will be held, in proceedings to be had under the aforesaid act of Congress, personally responsible for the property and credits by said deed conveyed, or the proceeds thereof, and for whatever damage, loss, or injury, may result from your action under said deed, or by color thereof, to the creditors generally of the said Allen, and particularly to Yrs, respectfully,

KENT, KENDALL & AMASER,
RO. HY. JENKINS.

Whereupon, the following subpœna was issued:

The President of the United States of America to the marshal of the eastern Virginia district, greeting:

[Seal of court.] You are hereby commanded to summon Samuel T. Pulliam, Wellington Goddin, Thomas Diddep, Richard Whitfield, Samuel Putney, Thomas Tyrer, Bartholomew Slade, William Priddy, the administrator of F. R. Fairlamb, William Allison and Hugh A. Watt, the last merchants and partners, trading and doing business under the name and style of Allison & Watt, William Allison, Mary Walker, and Henry R. Jones, to appear before the judges of the court of the United States for the fifth circuit, in the eastern Virginia district, at the city of Richmond, on the first Monday in October next, to answer a bill in chancery, exhibited against them by Edmund Christian, assignee in bankruptcy of William Allen, and this they shall in no wise omit, and have then there this writ.

Witness Roger B. Taney, esq., chief justice of the United States, at Richmond, this twentieth day of September, one thousand eight hundred and forty-two, and in the sixty-seventh year of the independence of the United States of America.

HENRY GIBSON, *Clerk*.

The following is a copy of the return endorsed on the foregoing subpœna:

Executed on the 22nd day of September, 1842, on Goddin, Diddep, Whitfield, Putney, Tyrer, Slade, Wm. Allen, administrator of F. R. Fairbank, Allison & Watt, and Wm. Allison, and Mary Walker; and

on the 3rd day of October, 1842, on Henry R. Jones; Wm. Priddy not found.

Marshal's fees—service on 13 defendants, $26 00.

ROB. WALKER, *D. M.*
For E. CHRISTIAN, *M. E. V. D.*

September 29, 1842, served on S. T. Pulliam.

E. C. HOWARD, *D. M.*
For E. CHRISTIAN, *M. E. D. V.*

And at another day, to wit, on the 16th day of April, 1843, came the defendants, Samuel T. Pulliam and Wellington Goddin, and filed their answer to the bill of the plaintiff; which answer is in these words and figures, to wit:

The answer of Samuel T. Pulliam and Wellington Goddin, to a bill of complaint against them, and others, exhibited in the United States court for the fifth circuit and eastern district of Virginia, by Edmund Christian.

These respondents, now and at all times saving and reserving for themselves all benefits of exception to the many errors and uncertainties in the said bill contained, for answer thereto, or so much thereof as they are advised it is material and necessary for them to answer unto, they answer and say, that they are advised, and insist, that the facts set out in the plaintiff's bill, do not constitute or present a case for the interposition, aid, or jurisdiction of this court; and supposing every allegation of the plaintiff's bill to be fully true, to the extent set out and charged, still, neither the legal nor the equitable powers of this court will sustain the pretensions of the plaintiff; and these respondents ask to have the full benefit of this objection, as if presented by a demurrer to the bill, or a plea to the jurisdiction of this court; not waiving, in any degree, this objection, but at all times insisting on the same, these respondents will now proceed to answer the facts charged, and inferences attempted to be falsely drawn from them in the plaintiff's bill.

These respondents know personally nothing of the proceedings in bankruptcy taken by William Allen, to procure himself to be declared a bankrupt, and to obtain the benefit of the act of Congress made in regard to bankruptcy; they are no parties to the proceedings in the case stated in the bill, and they deny that the voluntary act of the said Allen, or the decree of any court in a case in which they are not parties, can bind them, or impair or influence their just rights or claims. It may be true that Allen has applied for the benefit of the bankrupt law; that a decree declaring him a bankrupt may have been entered on that application, and that all the rights, credits, property, estate and debts of the said Allen may, by operation of these proceedings, have become vested in the plaintiff by force of this decree, and of the general order of the district court, appointing the plaintiff the general assignee of all who are declared bankrupts, unless a special assignee shall have been appointed by an order of the said court; and that no such order has been made in the case of William Allen. All this may be true; and

although these respondents mean not to admit the truth of these charges, yet, even if true, of which they call for the proof, these facts can in no manner influence the grave questions of right and of justice arising out of the claim of the plaintiff, and surely cannot have any influence in their decision, so far as that decision seeks to divest any right or claim of your respondents. It is true, until the 20th day of January, 1842, William Allen was a merchant tailor and dealer in the city of Richmond, when he ceased to be so, having, prior to that day, become so deeply involved in debt that he was constrained to cease for a time this vocation, and suspend all further trading. On that day the said William Allen executed the deed of trust to your respondents, an attested office copy whereof is filed with the plaintiff's bill. The provisions of that deed will be fully and more satisfactorily seen, on an examination of the whole thereof, owing a very large debt, much of which sprung out of money advanced by his friends to enable him to pursue his business; while, for a large part of his debt, several persons were bound as endorsers or sureties for him, Mr. Allen felt constrained, by every sentiment of justice and propriety, first to provide for the payment of all such debts, and the indemnity of all such endorsers or sureties, before dedicating any part of his means to meet the claims of his ordinary creditors, who had become so in the usual course of trade, subject to all the ordinary hazards and losses of the adverse turns and depressions of trade, and for the purpose of profiting by such dealings. It was (as these respondents believe and charge) influenced and operated on, as an honest and just man should be, by these considerations alone, that Mr. Allen did, on the 20th day of January, in the year 1842, execute, deliver, and have recorded, the deed, a copy of which is filed with the plaintiff's bill, whereby he assigned and conveyed, in trust, to your respondents, all and every part of his real and personal estate, debts, choses in action, and claims. This deed provides for two classes of creditors, preferring the first class, and declaring that all the debts enumerated in that class should be first paid, and then providing for all creditors who are embraced in the second class. When Mr. Allen made this deed, he declared most confidently that he believed his effects conveyed thereby would prove amply sufficient to pay all his debts; and your respondents then believed, and yet believe, Mr. Allen was sincere in his declarations, and expected really to have a surplus of several thousand dollars. These expectations have not, as yet, been realized, for two reasons: first, although the estimated value of the real and personal estate then conveyed was not, at the time of making the deed, probably an over estimate, yet the rapid depreciation of which all descriptions of property have sustained, within the last eight or nine months, has disappointed the expectations entertained, in January last, in reference to the real and personal property conveyed; second, many of the debts due to Mr. Allen, which he calculated on as good when he made his deed, have so far proved unavailable, and probably many of his debtors will prove insolvent. Thus, from causes which neither he nor your respondents could control or foresee, the trust fund will not be as productive as,

under more auspicious circumstances it would have been, and will probably prove inadequate to pay all his debts. Such were not the anticipations of Mr. Allen, as your respondents were assured by him at the time of making his deed; and the only reason for making two class of creditors, was to provide for the possible contingency that the trust subject might fall below the sum at which it was then placed. These respondents had themselves no idea of avoiding the operations of the bankrupt act; for your respondent Pulliam, before he accepted of the deed, and took the same as a means of securing himself, took the advice of counsel, and was assured, that Allen had the unquestioned right to make such a deed, and that the bankrupt act could in no manner impair its validity. These respondents most positively deny the allegation, in the plaintiff's bill, that the deed was contrived fraudulently to evade the provisions of the bankrupt act; the charge is false in its every phase, as made, and they believe Edmund Christian would himself declare it to be so. If the foregoing statement be true, Mr. Allen had no such purpose in view, and they have every reason to believe the charge is equally untrue as to him. He did not, as these respondents believe, contemplate bankruptcy at the time he made this deed; and they have also reason to believe that he did not then, nor for months afterwards, contemplate seeking the benefit of the bankrupt law. Nor did any one of the creditors of William Allen look on his deed of the 20th day of January, in the year 1842, and already referred to, as an act of bankruptcy, within the meaning of the provisions of the act of Congress; for, numerous as these creditors are, none ever attempted to declare Allen a bankrupt, nor was any claim set up against this deed, until after Allen himself, voluntarily, in July, 1842, exhibited his petition to be declared a bankrupt, at least six months after the act of Congress went into operation, and seven months after the execution of this deed, now pretended to have been an act of bankruptcy. These respondents, further answering, say, that they are advised, and insist, that, at the time when Allen made the deed now assailed by the plaintiff, he might rightfully and lawfully do so; and they deny the allegation in the plaintiff's bill, which charges that, by operation of the bankrupt law of Congress, the said deed is void, inoperative, and of no effect. They make this denial, even although Allen had contemplated bankruptcy when he made the deed, or contemplated to apply for the benefit of this act when he made the deed, neither of which they believe to be the case, and both they therefore deny. The court will remark that the act of Congress, entitled "an act to establish a uniform system of bankruptcy throughout the United States," was approved, on the 19th day of August, 1841, by the President, and by the last clause of the act it is provided that it shall take effect on the 1st day of February, 1842. The clause declaring void all consequences, whereby preferences are given to one creditor over another, speaks of future conveyances, payments, &c. Now your respondents insist that this term, future, must necessarily import and mean, all conveyances made after the law took effect, and could not apply, and was not designed to apply, to

such as were made before the act indeed had become a law. Other parts of the same section, and other portions of the law, clearly indicate that, so far as any conveyance or payment gave priority to one creditor over another, if so given before the 1st of February, 1842, even if it was but one day before that time, would not be disturbed; and the only operative effect intended to be declared, by the giving of such priority, is in the provision that any debtor, who should have given such priority, could not thereafter obtain voluntarily the benefit of the bankrupt law, and be discharged from his debts, unless a majority in number and amount of his creditors should assent thereto. Your respondents here again, then, expressly deny that there is any thing in the act of Congress that avoids the deed in question.

They aver the deed to have been fairly and honestly made; that every debt recognised therein was really due from Allen; that by law he could rightfully make this deed at the time when made; that the act of Congress recognises all liens valid under the State laws, and this was a lien so recognised and so valid, it being by the laws of Virginia, and so affirmed to be by the Supreme Court of the United States, lawful to prefer one creditor over another; and that no subsequent act of Allen, against the consent of the parties to that deed, could invalidate or impair the operation of the said deed; and a lien valid by the laws of Virginia could not be destroyed by a law of Congress, which was not then a law. That the execution of that deed was no act of bankruptcy, for there was no bankrupt law then in force, nor any means whereby to declare Allen a bankrupt. That no man could be declared a bankrupt except for acts done after the act took effect. If it were a fraudulent deed within the meaning of the bankrupt law, it was an act of bankruptcy, and Allen might have been declared a bankrupt, but for the trifling defect of a bankrupt court to try him. That Allen's proceeding to seek the benefit of the bankrupt law could not invalidate his own solemn deed, which would have remained unshaken but for such proceedings, for that would be to affirm it should remain the deed of Allen only so long as he willed not to disturb it by seeking voluntarily to be made a bankrupt. The objections to this monstrous pretension of the plaintiff might be still further multiplied, but your respondents forbear, hoping that those already stated will satisfy the court the plaintiff's bill ought to be dismissed.

Your respondents insist still further, that by the act of Congress all dealings bona fide had with a bankrupt, without knowledge of an act of bankruptcy committed, or intention to apply for the benefit of the bankrupt law more than fifty days before the filing of the petition of bankruptcy, shall be protected and not disturbed. In this case your respondents had made to them, more than six months before the filing of the petition by Allen, (under whom the plaintiff claims,) the deed of trust now assailed, and they rely on this limitation as their protection from any question or proceedings by the plaintiff.

These respondents also insist, that it is not competent for Congress to enact such a law as that under which the plaintiff now prefers his

claim; that the same is unconstitutional and unjust, and ought so to be declared by the court, especially in reference to all and every debt, contract and agreement, conveyance or transfer, made or entered into, or contracted before the act took effect; and they ask the solemn and deliberate judgment of the court upon this subject. In regard to the management of the trust subject, your respondents answer and say, that they have been proceeding as speedily and judiciously as they could to turn into money every part thereof, and to disburse it as rapidly as they could according to the requisitions of the deed. Much of the trust funds had been paid over before Allen exhibited his petition to be declared a bankrupt, and they deny that the plaintiff ever served on them any notice whatsoever, save the subpœna in this case; and it is false, that he has ever applied to them for any part of the trust subject. After Allen had filed his petition, as stated, a certain R. H. Jenkins, and Kent, Kendall & Atwater, creditors of Allen, set up some claim against him, to a small amount, and Jenkins proposed to one of your respondents, in the presence of Kent, that if they were permitted to come in and share pro rata in the trust subject, they would be content, and take no step against Allen; this offer was rejected at once, as totally inadmissible; and then these parties served a notice on these defendants, forbidding the paying over the trust funds and setting up a claim to them. This was in August, and before Allen was decreed a bankrupt. Your respondents answered this notice by a counter notice, informing these persons, that unless, within a reasonable time, legal proceedings were taken to prevent them, they should go on and execute the trust, regardless of the notice; and since then they have heard nothing from Jenkins, or Kent, Kendall & Atwater. Before, however, notice was received from these persons, payments were made over, from time to time, to those provided for in the deed, without knowledge or notice of any adversary claim. This respondent, Samuel T. Pulliam, is a large creditor of William Allen, and means to insist, and does insist, upon every one and each of his just and fair claims; and his security under the deed of trust aforesaid, which he holds, is full, complete, and legal in all its aspects. Your respondent, Wellington Goddin, has no other interest than as trustee to uphold the said deed; and representing others, and believing the said deed to be legal and binding, to have been made upon a full, fair, and bona fide consideration, and by one competent to make it, he asks that the court will sustain it. Neither Jenkins, nor Kent, Kendall & Atwater, nor any other creditor of the said William Allen, as your respondents believe, have proved their claim under the decree of bankruptcy aforesaid; so that there is no one to take the subject, if the plaintiff set aside the said deed, and he must pay over the proceeds to Allen. So that, in fact, this suit is, if successful, to give to Allen the property he has conveyed for the benefit of his creditors. These respondents, denying all fraud, and having fully answered the plaintiff's bill, pray hence to be dismissed with their costs.

SAM'L T. PULLIAM,
W. GODDIN.

City of Richmond, (*to wit:*)

This day Samuel T. Pulliam and Wellington Goddin personally appeared before me, the undersigned, an alderman, and as such a justice of the peace, in and for the city aforesaid, and made oath, that the facts stated in the foregoing answer are true.

Given under my hand, this 22d day of March, 1843, (1843.)

W. D. WREN, *J. P.*

And on the same day, to wit, on the 10th day of April, 1843, appeared the defendants, Thomas Diddep, Richard Whelfield, and others, and filed their answer to the bill of the plaintiffs, which answer is in these words and figures, to wit:

The answer of Thomas Diddep, Richard Whitfield, Samuel Putney, Thomas Tyrer, Bartholomew Slade, William Priddy, William Allen, administrator of F. R. Fairlamb, William Allison, and Hugh A. Watt, merchants and partners, trading under the firm of Allison & Watt, William Allison, in his own right, Samuel T. Pulliam, Mary Walker, and Henry R. Jones, to a bill of complaint exhibited against them in the circuit court of the United States for the fifth circuit and eastern district of Virginia, by Edmund Christian, assignee of William Allen, a bankrupt duly discharged and certified according to the act of Congress:

These respondents, saving and reserving to themselves all benefit of exception to the said bill, for answer thereto answer and say, that it is true William Allen, the bankrupt aforesaid, did, on the 20th day of January, in the year 1842, make a deed of trust to Samuel T. Pulliam and Wellington Goddin, for the benefit of his creditors, giving to these respondents a priority, as in the said deed specified, of which they believe the copy exhibited with the bill of the complainants is a true copy. These respondents affirm, that they were, at the time of the execution of the said deed of trust by the said Allen, just, honest, and lawful creditors of the said Allen for the debt secured to them by the said deed of trust; and they insist, that the said deed was and is a just and valid deed, according to the laws of the United States at the time it was made; and as creditors secured by it, and still unsatisfied, they insist upon it and claim the full benefit of it. Whether the said deed was made in actual contemplation by the said Allen of an application thereafter to be made for the benefit of the bankrupt law passed by the Congress of the United States, and approved by the President of the United States on the 19th of August, in the year 1841, these respondents can know only from the declarations of the said Allen; and from those declarations, made before and about the time of and after the execution of the said deed, these respondents do not believe, and therefore deny, that the said deed was made by the said Allen in the actual contemplation of such an application for the benefit of the bankrupt law.

These respondents utterly deny that they had any knowledge of any such purpose on the part of the said Allen. Whether, by legal interpretation, the said deed is to be regarded as made in contemplation of

bankruptcy, is a question of law for the decision of this court. But these respondents are advised that there is no sound principle by which such an interpretation can be sustained. The act of Congress, before referred to, expressly provides, in its second section, that all liens, mortgages, and other securities, which were valid by the laws of the States in which they were made, and not inconsistent with the provisions of the said second section of the said law, shall remain unimpaired by it. The said deed of trust from Allen was then valid by the laws of Virginia, as expounded by her own courts, and did not contravene any pre-existing law of the United States, as expounded by the Supreme Court of the United States. If not valid then, it must be because it contravened the provisions of the bankrupt law aforesaid, or some one of them. To determine whether it did or not, it is only necessary to inquire whether the bankrupt law aforesaid was in force on the 20th day of January, 1842, when the deed was made, or on the 23d, when it was admitted to record. For if it was not, it must be clear that it cannot affect the deed. If it was made before, and had expired, or repealed, it could not affect the deed; as now, for instance, there is no bankrupt law to affect any deed. If it had not been made at the date of the deed, it must be equally clear that it could not affect the deed, because there is no constitutional power in Congress, by law, without compensation, and not for public purposes, to vacate, divest, or destroy, rights vested according to existing laws, before the law to vacate them passed. Congress has no constitutional authority, by any act of its own, to destroy the tenures by which property is held in the States, under the laws of the States. No property would be safe if it had such power, and every species of wrong might be perpetrated. The simple inquiry, then, is, as these respondents conceive, and are advised, is, was there any bankrupt law in force on the 20th or 23d days of January, 1842?

That inquiry these respondents conceive as fully answered in the negative, by reference to the date of the President's approval of the said bankrupt law, and the second member of the 7th section of the Constitution of the United States, and the 17th section of the bankrupt law. That member provides, that every bill passed by the Senate and House of Representatives "shall, before it become a law," be presented to the President of the United States, and, if approved, signed by him. Until signed by the President, then, it is not a law. The bankrupt law was signed by the President on the 19th of August, 1841, and by that act became, from that day, a law, as far as it did not conflict with the Constitution of the United States. But by the terms of its 17 section, it was not to take effect "until the first day of February next" (thereafter.) It speaks, then, from the first day of February next after its passage; because, by its own provisions, it was not operative until that time. There was no court of bankruptcy created by it until after the said day of February; there could be no act of bankruptcy until that day; there could be no voluntary bankrupt, and there could be no involuntary bankrupt. Why? Because

there was no bankrupt law in force; and if there was not, then the deed of Allen contravened no valid or existing law, and is itself, therefore, valid. If it were otherwise, this strange condition of things would exist, viz: that from 1 January, 1841, to the 1st of February, 1842, the State law is abrogated by a law of Congress, and the right of the citizen to control his property according to the law of the State taken away, and no other law substituted for it; for while it is declared (by the interpretation of the plaintiff) that no conveyance shall be made giving a preference to creditors, between 1st of January, 1841, and the first of February, 1842, no means of preventing or punishing the act, if done, is provided until 1 February, 1842, and no remedy of any kind afforded to the injured party. But again, if the law was in force 20th of January, 1842, and the deed contravened it, the deed was void, not voidable merely. Suppose the law had been repealed on 22d January, 1842, would the void deed be made valid?

But these respondents insist that the interpretation contended for by the plaintiff is irreconcilable with the terms of the law. The second section declares that partial conveyances, that is, conveyances giving preferences to creditors, made after "the first day of January last," shall deprive the voluntary bankrupt of his right to a discharge. The law was approved on the 19th of August, 1841, to take effect on the first day of February, 1842. Which is the first day of January last? January, 1841, or January, 1842. It must be answered January, 1842. Why? Because the law was no law in 1841, and if not, could not affect the deed. The attempt to give any retroactive effect is unconstitutional and void, and neither interpretation can be sustained, without giving it a retroactive effect.

These respondents farther insist, that if in these views they are wrong, still their deed is not affected by the law, because Allen was a voluntary bankrupt, not one so declared on the petition of his creditors; and the only penalty imposed for making a deed giving preference to creditors, is the denial of his discharge as a bankrupt.

These respondents, farther answering, beg leave to refer to the answer of their co-defendants, Samuel T. Pulliam and Wellington Goddin, trustees, and to rely, as they do, upon all the grounds of defence relied on in that answer. And having fully answered, they pray to be hence dismissed, with their costs, &c.

ALLISON & WATT, by
HUGH A. WATT,
WM. ALLISON,
THOS. TYRER,
SAMUEL PUTNEY,
RICHARD WHITFIELD,
TH. DIDDEP,
B. SLADE.

City of Richmond, to wit:

Personally appeared before me, an alderman, and as such a justice

of the peace in and for said city, Thomas Diddep, Richard Whitfield, Sam'l Putney, Thos. Tyrer, Bartholomew Slade, William Allison, of the firm of Allison & Watt, and in his own right, and made oath that the facts stated in the foregoing answer, as they depend on their own knowledge, are true; and so far as they depend on the information of others, they believe them to be true. Given under my hand this 28th day of March, 1843.

JAMES EVANS, *J. P.*

And at another day, to wit, at a court of the United States for the 4th circuit and eastern district of Virginia, held at the United States court-room, in the city of Richmond, on Saturday, May 11th, 1844:

EDMUND CHRISTIAN, assignee, plff., vs. PULLIAM, GODDIN, and others. } In chancery.

For reasons appearing to the court, this cause is continued until the next term.

And at another day, to wit, at a court of the United States, for the 4th circuit and eastern district of Virginia, held at the United States court room, in the city of Richmond, on Thursday, May 15th, 1845:

EDMUND CHRISTIAN, assignee, plff., against PULLIAM, GODDIN, and others, defts. } In chancery.

This day came the plaintiff, by his counsel, and replied generally to the answers of the defendants.

The following is a copy of a document filed as an exhibit in the cause by the plaintiff.

Pleas before the honorable John Y. Mason, judge of the United States court for the eastern district of Virginia, at the United States court room, in the city of Richmond, on the 11th day of January, 1843.

Be it remembered, that heretofore, to wit, on the 13th day of August, 1842, came William Allen, of the city of Richmond, in the said court, and filed his certain petition, praying to be decreed a bankrupt, which petition is in these words and figures, to wit:

To the honorable John Y. Mason, judge of the district court of the United States for the eastern district of Virginia.

The petition of William Allen respectfully represents and sets forth to your honor, that he owes debts which have not been created in consequence of any defalcation as a public officer, or as executor, administrator, guardian, or trustee, or while your petitioner was acting in any fiduciary capacity or character whatever. That your petitioner is a resident of the city of Richmond, and that the schedule marked A, hereto annexed, and herewith filed and exhibited, signed with the name of your petitioner, and which he prays may be taken and considered as a part of this petition, sets forth and contains, to the best of his know-

ledge and belief, a full and complete list of his creditors, with their respective places of residence, and the amount due from your petitioner to each one of them attached to their respective names.

Your petitioner further respectfully represents and states, that schedule marked B, and also signed by him, and hereto annexed, and prayed to be taken and considered as part of this his petition, is an accurate inventory of all his property, rights, and credits, of every name, kind, and description, with the location and situation of each and every parcel and portion thereof designated and described.

That your petitioner now declares to your honor, that he is wholly unable to meet his debts and engagements, and therefore he prays your honor to grant him the benefit of the act of Congress, passed the nineteenth day of August, in the year of Christ one thousand eight hundred and forty-one, entitled "An act to establish a uniform system of bankruptcy throughout the United States;" that he may be deemed a bankrupt within the provision of that act, and that your honor will so declare by a decree of your honorable court.

And your petitioner will, as in duty bound, ever pray, &c., &c.

WILLIAM ALLEN.

City of Richmond, to wit:

I, James Evans, an alderman in and for the said city, and, as such, a justice of the peace for the said city, do hereby certify, that William Allen, the petitioner in the foregoing petition, this day personally appeared before me, in the said city, and, in my presence, signed the said petition, and the schedules A and B thereto annexed; and that he, the said William Allen, being by me sworn, made oath on the Holy Bible, that the facts and statements set forth and stated in the said petition and schedules A and B, were true.

Given under my hand and seal, at the said city, this 13th day of August, A. D. 1842.

JAMES EVANS, *J. P.* [SEAL.]

Schedule A.

The following is a full and complete list of all my creditors, with their respective places of residence, and the amount due from me to each one of them attached to their respective names.

Name of creditors.	Residences.	Amounts.
Sam'l T. Pulliam - - -	Richmond -	$5,219 19
Allison & Watt - - -	ditto about	12,788 81
William Allison - - -	ditto do	4,221 49
Thomas Diddep - - -	ditto do	4,744 69
Sam'l Putney - - - -	ditto -	2,600 00
Rich'd Whitfield - - -	ditto -	1,000 00
J. & T. Woodhead - - -	New York -	698 65
Mailot & Schefer - - -	ditto -	565 46
Hook & Townsend - - -	ditto -	302 77
Jno. Mortimer, jr., & Co. - -	ditto -	476 25
Habbershaw & Jones - - -	ditto -	113 75
Jno. M. Davies & Jones - -	ditto -	332 72
J. Bowen - - - - -	ditto -	62 13
E. W. & F. Tryon - - -	ditto about	973 69
Bowen, Jones & Gawtry - -	ditto -	550 67
A. Sellers - - - -	Philadelphia -	3,946 47
Chs. C. & E. J. Gibson - -	Baltimore -	243 00
O. F. Winchester - - -	ditto -	108 80
Kent, Kendall & Atwater - -	Richmond -	356 70
Ro. H. Jenkins - - -	ditto -	344 32
S. & J. Freeman - - -	ditto -	440 00
Crouch, Brooks & Hudson - -	ditto -	194 25
Jaquelin Taylor & Co. - -	ditto -	782 35
Thomas Tyrer - - -	ditto -	100 00
William Priddy - - -	ditto -	300 00
Richardson & Co. - - -	ditto -	376 28
Wyatt & White - - -	ditto -	77 92
Mary Walker - - - -	ditto -	72 75
Randolph & Harrison - - -	ditto about	89 00
Henry R. Jones - - -	ditto -	52 00

WM. ALLEN.

Schedule B.

I have no property, real or personal, rights or credits, of any kind whatever, except an equitable claim which I may have under a deed of trust, executed by me on the 20th January, 1842, to Sam'l T. Pulliam and W. Goddin, upon all my property, real and personal, rights and credits, of every description, for the benefit of all my creditors.

WM. ALLEN.

Whereupon the following order was made:

William Allen, of the city of Richmond, having filed a petition praying that he may declared a bankrupt, it is ordered, that all persons claiming to be creditors of the said William Allen, show cause to the court, on the 13th day of September next, why the said William Allen be not declared a bankrupt, pursuant to the act of Congress in that behalf; and that a copy of this order be published in the newspapers, according to the 22d and 24th rules of court.

Annexed to attested copies of the foregoing order are the following affidavits of publication thereof.

City of Richmond, to wit:

This day Wm. H. Davis, one of the editors and proprietors of the Compiler, personally appeared before me, an alderman, and as such, a justice of the peace in and for the city aforesaid, and made oath that the foregoing order and notice has been inserted once a week, for twenty-eight days next before this day, in the Compiler, a paper published in the city of Richmond.

Given under my hand, this 12th day of September, in the year 1842.

JAMES EVANS, *J. P.*

City of Richmond, to wit:

This day, B. F. Kendall personally appeared before me, an alderman, and as such a justice of the peace in and for the city aforesaid, and made oath that the order of publication in bankruptcy, of which the above is a true copy, has been inserted once a week for twenty-eight days preceding this day, commencing on the 15th day of August, in the year 1842, in the Richmond whig, a newspaper published in the city of Richmond.

Given under my hand and seal, this 13th day of September, in the year 1842.

ALEX. DUVAL. [SEAL.]

And at another day, to wit, at a court of the United States, for the eastern district of Virginia, held at the United States court room, in the city of Richmond, on the 17th day of September, 1842:

William Allen, of the city of Richmond, having heretofore filed his petition, duly verified, praying to be declared a bankrupt, and satisfactory proof being made of due publication of notice to all persons interested to appear in court, and show cause against said petitioner, and no cause being shown to the contrary, and the said petition and proof having been inspected and considered by the court, and being found in conformity with the requirements of the act of Congress, it is thereupon ordered and decreed, that the said petitioner be, and he is hereby, declared and decreed a bankrupt, pursuant to the act of Congress, entitled "An act to establish a uniform system of bankruptcy throughout the United States," passed the 19th day of August, 1841.

And at another day, to wit, on the 19th day of September, 1842, came William Allen, and presented his certain petition to the said court,

praying for a discharge from all his debts and liabilities; which petition is in these words and figures, to wit:

To the honorable John Y. Mason, judge of the district court of the United States for the eastern district of Virginia:

William Allen, of the city of Richmond, in the county of Henrico, and eastern district of Virginia, respectfully represents, that, on the 17th day of September, 1842, he was duly declared a bankrupt under the act of Congress in that case made and provided; that he hath duly surrendered all his property and rights of property, and fully complied with and obeyed all the orders and directions of the court touching his bankruptcy; and is ready to submit himself to any other and further examinations, orders, and directions which the court may require. He therefore prays that, after due notice and proceedings to be had in the premises, he may be decreed by the court to have a full discharge from all his debts, provable under the said bankruptcy, and a certificate thereof granted according to the act of Congress.

WILLIAM ALLEN.

Dated this 19th day of September, 1842.

The following is a copy of the certificate of the general assignee in bankruptcy filed with the foregoing petition:

To the district court of the United States for the eastern district of Virginia.

William Allen, who by a decree of this court, made by the 17th day of September, 1842, was declared a bankrupt, has produced to me a copy of his inventory, and there being no property, or rights of property, specified therein, nothing was delivered to me by the bankrupt.

EDMUND CHRISTIAN, *Gen'l Ass'ee.*

Sept. 19th, 1842.

Whereupon the following order was made, to wit:

In the matter of bankruptcy of William Allen, of the city of Richmond, in the eastern Virginia district.

The said William Allen, who has been decreed a bankrupt by this court, having filed a petition praying for his discharge, it is ordered that notice thereof be published in a newspaper, printed in the city of Richmond, seventy days at least before the 9th day of January next, when a hearing will be had on the said petition, at the United States court room, in the city of Richmond; and all creditors who have proved their debts, and other persons in interest, may appear at the said time and place, and show cause, if any they have, why the prayer of the said petitioner should not be granted.

Annexed to an attested copy of the foregoing order, is the following affidavit of publication thereof:

Virginia, county of Henrico, to wit:

This day John I. Palmer personally appeared before me, a magistrate for said county, and made solemn oath, that the notice in bank-

ruptcy, of which the above annexed is a true copy, was published in the Richmond Enquirer, 70 days, (eleven weeks successively,) commencing the 20th day of September, A. D. 1842.

Given under my hand, this 27th day of December, A. D. 1842.

RICH'D HILL, Jr., *J. P.*

And on the 14th day of November, 1842, the following report of the commissioner in bankruptcy was returned and filed:

Office of commissioner in bankruptcy for the district court of the United States for the eastern district of Virginia.

On the 19th day of September, 1842, Wm. Allen, of the city of Richmond, filed with the commissioner a decree of the court, of 17th September, 1842, declaring him a bankrupt; and, at his instance, the commissioner issued notices appointing, from 24th Sept. to 24th Oct., 1842, between the hours of 10 o'clock, A. M., and 2 o'clock, P. M., for the creditors of the said Allen to appear and prove their claims; which notice was duly served upon the creditors of the said Allen, evidence of which is herewith filed. None of the creditors of the said Allen proved their claims.

Respectfully reported.

JNO. SHORE,
Commissioner in Bankruptcy.

Nov. 14, 1842.

Fee, for report, $19 97, paid by Wm. Allen.

JNO. SHORE, *Com'r.*

The following are copies of the affidavits of serving notices, returned with the foregoing report, and also of the notices themselves.

RICHMOND, 19*th September*, 1842.

The district court of the United States, for the eastern district of Virginia, holden at Richmond, having, on the 17th day of Sept., 1842, by its decree upon the petition of William Allen, of the city of Richmond, declared the said petitioner a bankrupt, within the true intent meaning of the act of Congress, and a copy of the said decree having been furnished me, as one of the commissioners in bankruptcy of the said district court, for the purpose of enabling the creditors of the said petitioner to prove their claims, the creditors of the said petitioner are hereby notified that the 24th day of September, 1842, between the hours of 10 o'clock, A. M., and 2 o'clock, P. M., and so from day to day, between the same hours, (Sundays excepted,) until the 24th day of October, 1842, at my office in the city of Richmond, is assigned for receiving and hearing the proof of all claims against the said petitioner.

JNO. SHORE, *Com. in Bankruptcy.*

CITY OF RICHMOND, *to wit:*

This day Robert Walker personally appeared before me, James Evans, an alderman for the city of Richmond, and as such a justice of the peace for said city, and made oath that he delivered a true copy of the foregoing notice to the following persons, viz: On the 5th October, 1842,

to William Allison, Thomas Crouch, one of the firm of Crouch, Brooks & Hudson, William Allison, one of the firm of Allison & Watt, Thomas Diddep, Samuel Freeman, one of the firm of Samuel & John Freeman, William M. Harrison, one of the firm of Randolph & Harrison, Horace L. Kent, one of the firm of Kent, Kendall & Atwater, Samuel Putney, Samuel T. Pulliam, Robert P. Richardson, one of the firm of Richardson & Co., Thomas Tyrer, Richard Whitfield, and left at the office of Jacquelin P. Taylor, (with S. & A. Hoomes,) said Taylor being absent; on the 6th October, 1842, to Robert H. Jenkins, Henry R. Jones, Silas Wyatt, and Mary Walker.

Given under my hand this 14th day of November, 1842.

JAMES EVANS, *J. P.*

RICHMOND, 19*th September*, 1842.

By a decree of the district court of the United States, for the eastern district of Virginia, holden at the city of Richmond, dated the 17th day of September, in the year 1842, I have been duly declared a bankrupt, within the true intent and meaning of the act of Congress in such case made and provided, and have filed my petition praying for a discharge and certificate, as authorized by said act. You are hereby notified that the 9th day of January, 1843, has been set apart as the day on which I will be heard before the said court on said petition, when and where you may appear, and show cause against the discharge and certificate so prayed for, if you think proper.

WM. ALLEN.

CITY OF RICHMOND, *to wit:*

This day Robert Walker personally appeared before me, an alderman, and as such a justice of the peace for the city aforesaid, and made oath that he did, on the 5th day of October, 1842, put in the post office of the said city a true copy of the foregoing notice, directed to the following persons, viz: D. C. Randolph, Lynchburg, Va.; Alexander F. Taylor, Bentevoglio, Albemarle county; O. F. Winchester, Baltimore; Charles C. & E. J. Gibson, Baltimore; A. Sellers, Philadelphia; Bowen, Jones & Gawtry, New York; E. W. & F. Tryon, New York; J. Bowen, New York; Jno. M. Davies & Jones, New York; Heabershaw & Jones, New York; Jno. Mortimer, jr., & Co., New York; Hook & Townsend, New York; Marlot & Schefer, New York; J. & T. Woodhead, New York. On the 6th October, 1842, to William Priddy, Hanover Court House; Thomas J. White, Boonsville, Missouri. And on the 5th day of October, 1842, delivered a true copy of the aforesaid notice to the following persons, to wit: Wm. Allison, Wm. Allison, of the firm of Allison & Watt, Thomas Crouch, one of the firm of Crouch, Brooks & Hudson, Thomas Diddep, Samuel Freeman, one of the firm of Samuel & Jno. Freeman, Wm. M. Harrison, Horace L. Kent, one of the firm of Kent, Kendall & Atwater, Samuel Putney, Samuel T. Pulliam, Robert P. Richardson, one of the firm of Richardson & Co., Thomas Tyrer, left at the office of Jacquelin P. Taylor for him, he being out of town, with H. A. Hoomes, Richard Whitfield.

On the 16th day of October, 1842, to Robert H. Jenkins, Henry R. Jones, Silas Wyatt, and Mary Walker.

Given under my hand this 14th day of November, 1842.

JAMES EVANS, *J. P.*

And now, at this day, to wit, at a court of the United States, for the eastern district of Virginia, held at the United States court room in the city of Richmond, on Wednesday, 11th January, 1843, William Allen, who has heretofore been declared a bankrupt by this court, having filed a petition praying for a discharge from all his debts and liabilities, and it further appearing that the said petitioner has fully, and in every respect, complied with all the requirements of the act of Congress, entitled "An act to establish a uniform system of bankruptcy throughout the United States," passed the 19th of August, 1841; and no objection being made, or cause shewn, by any of the creditors of the said petitioner, why he should not be released and discharged from all his debts and liabilities, it is therefore adjudged, ordered, and decreed, that the said petitioner be, and he is hereby, declared and decreed to be discharged from all his debts and liabilities, and that a certificate of such discharge be granted to the said petitioner, under the seal of this court.

A transcript of the record, certified by me under the seal of the court hereto annexed.

[SEAL.] P. MAYO,
Clerk U. S. Dis. Court, Eas. Dis. Va.

And at another day, to wit, at a court of the United States for the fourth circuit and eastern district of Virginia, held at the United States court room, in the city of Richmond, on Wednesday, May 21st, 1845:

EDMUND CHRISTIAN, assignee in bankruptcy of Wm. Allen, plaintiff, against SAMUEL T. PULLIAM, WELLINGTON GODDIN, and other, def'ts. } In chancery.

This cause came on this day to be heard, and was argued by counsel. On consideration whereof the court doth adjudge, order, and decree, that the deed in the proceedings mentioned, executed by the defendant, William Allen, on the 20th of January, 1842, and recorded in the office of the court of Hustings, for the city of Richmond, on the 22d day of the same month, to Samuel T. Pulliam and Wellington Goddin, conveying to them all the real and personal property, stock in trade, debt, credits, and effects of the said Allen, in trust, to secure certain creditors therein mentioned, designated as creditors of the first and second classes, be set aside. And this court, without at this time deciding how far the said trustees may be liable to the plaintiffs for such sums, the proceeds of the trust property, as may have been paid over by them, or either of them, to the creditors of the said Allen, according to the provisions of the said deed, before notice to the said trustees, or either of them, of an

intention on the part of the said plaintiff, or of the general creditors of the said Allen, or any of them, to impeach its validity; or, after a reasonable time from such notice, and before this suit was instituted, doth further adjudge, order, and decree, that the said Pulliam and Goddin, trustees as aforesaid, do forthwith deliver to the plaintiff all the real and personal property, money, stock in trade, debts, credits, and effects, conveyed to them by the said deed, and now remaining undisposed of in their hands; and that they render before one of the commissioners of this court an account of all the property which came to their hands, or to the hands of either of them, by virtue of the said deed; and of all monies received and paid over by them, or either of them, under the provisions of the said deed, to any of the creditors of the said Allen designated thereon, or to any other person or persons; the persons to whom, and the times when, such payments were made; which account the said commissioner is directed to state and settle, and report the same to the court, with any matters specially stated, deemed pertinent by himself, or which may be required by the parties, in order to a final decree.

And now, at this day, to wit, at a court of the United States for the fourth circuit and eastern district of Virginia, held at the United States court room, in the city of Richmond, on Saturday, May 24th, 1845.

EDMUND CHRISTIAN, assignee in bankruptcy of Wm. Allen, pltf., against SAMUEL T. PULLIAM, WELLINGTON GODDIN, and other defts. } In chancery.

The defendant, Samuel T. Pulliam, Wellington Goddin, Thomas Diddep, Richard Whitfield, Samuel Putney, Thomas Tyrer, Bartholomew Slade, William Priddy, and others, this day prayed an appeal from the decree pronounced in this cause, on the 21st day of the present month; which said appeal is allowed, upon the said defendants' entering into bond and security, in the clerk's office of this court, in the sum of two thousand dollars, conditioned as the law directs.

I, P. Mayo, clerk of the court of the United States for the fourth circuit and eastern district of Virginia, do hereby certify, that the foregoing is a true transcript of the record and proceedings in a certain suit in chancery, depending in the said court of the United States for the 4th circuit and eastern district of Virginia, between Edmund Christian, assignee in bankruptcy of William Allen, plaintiff, and Samuel T. Pulliam and other defendants, with all things touching the same, as fully and wholly as they now exist among the records of my office.

In testimony whereof, I hereto set my hand and annex the seal of the said court, this sixth day of June, in the year of Christ one [L. S.] thousand eight hundred and forty-five, and in the 69th year of the independence of the United States of America.

P. MAYO, *Clerk*.

Clerk's office of the United States court,
for the fourth circuit and eastern Virginia district, sct:

I, P. Mayo, clerk of said court, do hereby certify, that the bond required by the order granting the appeal in the case of Christian, assignee, &c., against Samuel T. Pulliam, Wellington Goddin, and others, is filed in this office.

Given under my hand, this 31st day of October, 1845.

P. MAYO, *Clerk*.

Filed 13th November, 1835.